

**FILED**  
**in the Clerk's Office**  
**U.S. District Court, EDNY**  
**May 12, 2022**  
**2:37PM**  
**Brooklyn Pro Se Office via**  
**Box.com**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

Christopher Samuel,

Plaintiff, Case No.

-against-

19-cv-05229(MKB)(TM)

Eve Aron,

Defendant.

-----X

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the attached Declaration of Christopher Samuel, dated May 12, 2022 and the Memorandum of Law, dated May 12, 2022, and all other proceedings had herein, at a date and time to be determined by the Court, the undersigned will move this Court, at 225 Cadman Plaza East, Brooklyn, New York 11201, for an order, of default judgement.

Dated: May 12, 2022

/s/Christopher Samuel

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

-----X

Christopher Samuel,

Plaintiff, Case No.

-against-

19-cv-05229(MKB)(TM)

Eve Aron,

Defendant.

-----X

DECLARATION OF Christopher Samuel

1. I am plaintiff Christopher Samuel
2. I move for an order of default judgement against Ms. Aron for her breach of both contracts that we agreed upon, loan agreement and settlement agreement. (Exhibit A) (Exhibit B)
3. Ms. Aron had agreed to pay settlement money by January 3, 2022, in which I didn't receive a check until April 19, 2022 which subsequently bounced due to insufficient funds. (Exhibit B) (Exhibit C)
4. Regarding a lease agreement made on August 28, 2019 Ms. Aron failed to pay me the \$30,000 she received. This breach of contract entitles me to \$400,000 as per our contract. (Exhibit A) (Exhibit D)
5. Ms. Aron has missed every court appearance since the settled amount was agreed upon. However, has contacted me through text of countless promises of payment until she stopped replying after her check bounced.
6. It is because of these reasons; I ask that the Court grant me default judgement against Ms. Aron.

I affirm the foregoing under penalty of perjury.

Dated: May 12, 2022

/s/Christopher Samuel

## LOAN AGREEMENT

This Agreement (the “**Agreement**”), dated March 1, 2019, between Christopher Samuel (the “**Lender**”), an individual residing at 282 E 35<sup>th</sup> St, Brooklyn, NY 11203; and Eve Aron (the “**Borrower**”), an individual residing at 510 S. Sparks St, Burbank, CA 91506.

WHEREAS, the Lender desires to loan to the Borrower, and the Borrower desires to repay loan to the Lender; and

WHEREAS, the Lender hereby agrees to loan the Borrower EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00) in immediately available funds; and

WHEREAS, the Borrower hereby agrees to repay the Lender in part FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) over a period of six (6) weeks starting from the execution of this Agreement and in part through earnings at horse shows.

NOW, THEREFORE, in consideration of the mutual promises set forth and subject to the terms and conditions under this Agreement, the parties agree as follows:

### Article I. Definitions

**Section 1.01 Defined Terms.** As used in this Agreement, terms defined in the preamble and recitals of this Agreement have the meanings set forth therein, and the following terms have the meanings set forth below:

(a) “**Assignee**” means the Borrower’s trainer, Leila Ward-Maroney, an individual associated with the Los Angeles Equestrian Center located at 480 W. Riverside Dr., Burbank, CA 91506.

(b) “**Borrower’s Account**” means the bank account with the following information:

Name: von Henkle Industries, Inc.

Address: 13270 Kibbings Road  
San Diego, CA 92130  
Account No.: 733108679  
Bank: Chase Bank  
6041 La Flecha  
Rancho Santa Fe, CA 92067  
Routing No.: 322271627

- (c) “**Consent**” means an explicit affirmation in writing.
- (d) “**Diorado VDL**” means the ten-year-old gelding warmblood imported from Germany.
- (e) “**Essential Provisions**” means the provisions that stipulate the core issues of this Agreement, including but not limited to Section 4.01(b).
- (f) “**Farolito**” means the eight-year-old gelding warmblood imported from the Netherlands.
- (g) “**Liquidated Damages**” has the meaning specified in Section 6.01.
- (h) “**Lender’s Account**” means the bank account with the following information:
  - Name: Christopher Samuel
  - Address: 111 Ryerson St.  
Brooklyn, NY 11205
  - Account No.: 4287021441
  - Bank: TD Bank
  - Routing No.: 026013673
- (i) “**Loan**” means a fixed loan, with an interest rate of ZERO PERCENT (0%) per annum, and a principal amount of EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00).
- (j) “**Material Breach**” means the breach of any one of the Essential Provisions.

(k) “**Maybellene**” means the twelve-year-old mare warmblood imported from Holland.

(l) “**New Horse**” means the seven-year-old gelding warmblood imported from Germany into Florida in 2019.

(m) “**Notice**” has the meaning specified in Section 8.03(a).

(n) “**Old Horses**” means Maybellene, Farolito, and Diorado VDL.

## **Article II. Lender’s Representations and Warranties**

The Lender represents and warrants the following:

**Section 2.01 Lender’s Authority.** To execute this Agreement, the Lender has complete authority and legal right.

**Section 2.02 Liens.** No liens are attached to Lender’s assets that would impair the execution of this Agreement.

## **Article III. Borrower’s Representations and Warranties**

The Borrower represents and warrants the following:

**Section 3.01 Borrower’s Authority.** To execute this Agreement, the Borrower has complete authority and legal right.

**Section 3.02 Insurance.** The Borrower has and guarantees the Lender valid insurance for the full value of the New Horse.

**Section 3.03 Title.** The Borrower shares FIFTY (50%) percent co-ownership in the New Horse as defined by the United States Equestrian Federation.

## **Article IV. Loan**

### **Section 4.01 Payment Terms.**

- (a) The Lender shall wire the Loan amount into the Borrower's Account.
- (b) The Borrower shall wire payments to Lender's Account:
  - (i) in increments to total FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) over six (6) weeks starting from the execution of this Agreement;
  - (ii) within SEVEN (7) business days of the Borrower receiving the earnings FIFTY (50%) percent of the earnings by the New Horse at each horse show in which the New Horse participates; and
  - (iii) within SEVEN (7) business days of the Borrower receiving the earnings FIFTY (50%) percent of the earnings by the Old Horses at each horse show for the next SEVEN (7) years, beginning from the execution of this Agreement, in which the Old Horses participate.
- (c) Each late payment shall be cured by the Borrower by wiring to Lender's Account TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00) within SEVEN (7) business days of each due date in addition to the original payment.

**Section 4.02 Security.** There shall be no security put forth by the Borrower in this Agreement.

## **Article V. Horses**

**Section 5.01 Maintenance of Horse.** The Borrower shall maintain and bear all costs to maintain the health of the New Horse and Old Horses.

- (a) If the New Horse is sold to a third party, the Borrower shall cause to be wired to Lender's Account ONE HUNDRED (100%) percent of the New Horse purchase price within SEVEN (7) business days of purchase.
- (b) If the New Horse dies or cannot participate in shows, the Borrower shall cause to be wired to Lender's Account ONE-HUNDRED-AND-FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) within SEVEN (7) business days of the discovery of the New Horse's condition.
- (c) If the Old Horses either do not survive or cannot participate in shows for SEVEN (7) years, the Borrower shall cause to be wired to Lender's Account FIFTY (50%) percent of the amount of the Old Horses' insurance claim within SEVEN (7) business days of the Borrower's receipt of insurance claim.
- (d) Each late payment shall be cured by the Borrower by wiring to Lender's Account TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00) within SEVEN (7) business days of each due date in addition to the original payment.

## **Article VI. Termination Provisions**

**Section 6.01 Grounds for Termination.** A breach of this Agreement does not automatically result in a termination. Either party may terminate the Agreement if:

- (a) the other party commits a Material Breach; or
- (b) the terminating party obtains Consent from the other party.

**Section 6.02 Borrower's Remedies.** If the Borrower terminates this Agreement under Section 5.01(b), the Borrower shall:

- (a) give the Lender Notice THIRTY (30) business days in advance of termination; and

- (b) the Borrower shall cause the Liquidated Damages to be wired to the Lender's Account within SIXTY (60) business days of termination.

**Section 6.03 Lender's Remedies.**

- (a) If the Lender terminates this Agreement under Section 5.01(a), the Borrower shall cause ONE-HUNDRED-AND-FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) to be wired to the Lender's Account within SIXTY (60) business days of termination.
- (b) If the Lender terminates this Agreement under Section 5.01(b), the Lender shall:
- (i) give the Borrower Notice THIRTY (30) business days in advance of termination; and
  - (ii) the Borrower shall cause ONE-HUNDRED-AND-FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) to be wired to the Lender's Account within SIXTY (60) business days of termination.

**Article VII. Liquidation**

**Section 7.01 Liquidated Damages.** The parties agree that the actual damages resulting from a breach or termination are difficult to count and they intend to agree on the Liquidated Damages for a breach. The Liquidated Damages FOUR-HUNDRED THOUSAND AND NO CENTS (\$400,000.00) (the "Liquidated Damages").

**Article VIII. General Provisions**

**Section 8.01 Execution.** To evidence the parties' agreement to this Agreement, each party has executed this Agreement on the date stated beneath that party's name.



**Section 8.02 Governing Law.** Without regard to the conflict of laws principle, this Agreement shall be governed in accordance with the laws of the State of New York.

**Section 8.03 Notice.**

(a) **Generality.** All notice, request, demand, and other communication (each a “Notice”) shall be given in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing:

- (i) personal delivery;
- (ii) registered or certified mail;
- (iii) e-mail; or
- (iv) text message.

(b) **Addresses.** Any party giving Notice shall address the Notice to the appropriate address listed below or to another address as designated by a party in a Notice pursuant to this Section:

- (i) Notices sent to the Borrower shall be sent to:  
Eve Aron  
510 S. Sparks St.  
Burbank, CA 91506  
evearon1@gmail.com  
617) 835-1084
- (ii) Notices sent to the Lender shall be sent to:  
Christopher Samuel

282 E 35<sup>th</sup> St  
Brooklyn, NY 11203

\_\_\_\_\_ e-mail  
\_\_\_\_\_ cell phone no.

**Section 8.04 Attorneys' Fees.** If either party sues to enforce this Agreement, the Lender in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the Borrower.

**Section 8.05 Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force, if the Essential Provisions of this Agreement for each party remain legal and enforceable.

**Section 8.06 Merger.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.

**Section 8.07 Modifications.** Any modifications of or amendments to the terms herein shall be agreed upon and made in writing by all of the parties.

**Section 8.08 Assignment.** In the case of the Borrower's death, the Borrower shall assign this Agreement to the Assignee.

[Remainder of page intentionally left blank; signature page to follow.]

Exhibit A

**Lender**

By: \_\_\_\_\_



Christopher Samuel

Dated: \_\_\_\_\_

3/28/19

**Borrower**

By: \_\_\_\_\_



Eve Aron

Dated: \_\_\_\_\_

03/28/19

Exhibit B

DAVID J. HOFFMAN

ATTORNEY AT LAW

254 W. 15TH ST. APT 2C

NEW YORK, NEW YORK 10011

TEL: (917) 701-3117

EMAIL: DJHOFFMAN@DJHOFFMANLAW.COM

December 13, 2021

Magistrate Judge Taryn Merkl  
225 Cadman Plaza East  
Brooklyn, New York 11201

**Re: Samuel v. Aron 19-cv-05229 (MKB)(TAM)**

Dear Judge Merkl:

This is the joint report of the parties in the above-referenced matter.

The parties' mediation on November 16, 2021 successfully resulted in a settlement agreement between the parties which will result in the dismissal of all claims here with prejudice; however, the agreement does provide the defendant until January 3, 2022 to make the payment necessary to implement the settlement agreement.

Very truly yours,

David J. Hoffman



I#2

ACCT# 6775809842  
DATE: 04/21/2022TD BANK NA  
P O BOX 1377  
LEWISTON, ME 04243-1377

800-428-7000

7 MB 01 000310 52718 H 2 C  
7 CHRISTOPHER SAMUEL  
282 E 35TH ST APT 4H  
BROOKLYN NY 11203-3933

000310 1/2

THE FOLLOWING ITEM(S) THAT WERE DEPOSITED INTO ACCT # 6775809842 HAVE BEEN RETURNED UNPAID. WE HAVE DEBITED YOUR ACCOUNT AS INDICATED BELOW. AS A RESULT OF THIS ACTION, YOUR ACCOUNT IS NOW OVERDRAWN. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE CONTACT US AT THE NUMBER LISTED ABOVE.

CHECK #	DEPOSIT DATE	CHECK AMOUNT	RETURN REASON	REFERENCE#	FEE
154	04/20/2022	45,000.00	FROZEN/ BLOCKED	550184601	15.00

TOTAL RETURNED	
NUMBER OF ITEM(S)	1
AMOUNT OF CHECK(S)	\$45,000.00
FEE	\$15.00



PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

AO

Exhibit C

\*211274450\*  
04/21/2022  
000000720632206

This is a LEGAL COPY of your  
check. You can use it the same  
way you would use the original  
check.

RETURN REASON (F)  
FROZEN/BLOCKED ACCOUNT

Cash Letter 1 of 1  
Bundle 1 of 1  
Item 1 of 1

00000550184601  
10312013607 04/20/2022

FROZ/BLOCK ACC

EVE ARON  
5416 MEDINA RD.  
WOODLAND HLS, CA 91364-1848

90-3582/1222

154

Date 4/17/22 MP



PAY TO THE  
ORDER OF

Chris Samuels

\$ 45,000<sup>00</sup>/<sub>100</sub>

forty five thousand dollars — 00/100

Dollars

Heat  
Reactive  
ink

**usbank.**

Memo

horse payment

[Signature] MP

⑆ 122235821⑆ 157527211864⑆ 0154

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

⑆ 122235821⑆ 157527211864⑆ 0154

⑆0004500000⑆

000310 2/2



0000007202000000  
2202/22/2022 \*04/21/2022\*  
2698545849000000  
04/20/2022 04000005  
2698545849000000  
04/20/2022 04000002



## EXHIBIT C

The lease of Milo will be agreed upon the price of \$30,000.  
The lease is for a one year period starting from September 9th, 2019 through September 9th, 2020. At the end of the lease the option for purchase is available at an additional \$50,000.

The delivery of the lease payment of \$30,000 can be distributed over payments if necessary.

All expenses including but not limited to medical, physical care, feed, travel, insurance and all other necessary financial needs will be paid for by the lessee.

Lessor signature:

Date: 08/28/19

Lessee signature:

Date: 08/28/19



**Shipment Receipt: Page #1 of 1**

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:  
THUR 12 MAY 2022EXPECTED DELIVERY DATE:  
WED 18 MAY 2022 EOD  
SHIP FROM:  
CHRISTOPHER SAMUEL  
282 E 35TH STREET  
BROOKLYN NY 11203  
(917) 680-9897SHIP TO:  
EVE ARON  
6701 ETON AVE  
APT 546  
CANOGA PARK CA 91303-4070  
RESIDENTIALSHIPPED THROUGH:  
THE UPS STORE #6812  
BROOKLYN, NY 11210-3259  
(718) 928-7445SHIPMENT INFORMATION:  
UPS GROUND RESIDENTIAL  
0 lb 3.8 oz actual wt  
1.000 lb billable wt  
DIMS: 12.00X10.00X2.00 IN STORE PACKED  
PACK AND SHIP GUARANTEETRACKING NUMBER: 1237Y4580315370979  
SHIPMENT ID: MMDCJC0WYTY4B  
SHIP REF 1: - -  
SHIP REF 2: - -DESCRIPTION OF GOODS:  
DOCUMENTSSHIPMENT CHARGES:  
GROUND RESIDENTIAL 13.18  
SERVICE OPTIONS 0.00  
CMS PROCESSING FEE 0.22

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TOTAL \$13.40

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COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK:  
[HTTP://THEUPSSTORE.COM](http://THEUPSSTORE.COM) (SELECT TRACKING, ENTER SHIPMENT ID #) SHIPMENT  
QUESTIONS? CONTACT SHIPPED THROUGH ABOVE.Take 15% Off Online Printing  
With \$10 minimum order. Use code C15G

PARTICIPATING LOCATIONS ONLY

SHIPMENTID: MMDCJC0WYTY4B

Powered by iShip(r)  
05/12/2022 10:42 AM Pacific Time F

The UPS Store®



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The UPS Store #6812  
 1623 Flatbush Ave  
 Brooklyn, NY 11210-3262  
 718-928-7445

Terminal....: POS6812B  
 Employee....: 215459

Date.: 5/12/2022  
 Time.: 10:44 AM

ITEM NAME	QTY	PRICE	TOTAL
Ground Residential			\$13.40
	1 @	\$13.40	
Tax			\$0.00
MMDCJCOWTY4B			
Tracking Number - 1237Y4580315370979			
Printing B/W			\$3.29
	1 @	\$3.29	
Tax			\$0.29
Print B/W 8.5X11			\$2.03
	7 @	\$0.29	
Tax			\$0.18
Subtotal			\$18.72
Shipping/Other Charges			\$0.00
Total tax			\$0.47
Total			\$19.19
Cards			\$19.19

Items Designated NR are NOT eligible  
 for Returns, Refunds or Exchanges.



US Postal Rates Are Subject To Change



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<https://www.theupsstore.com/privacy-policy>

VISA \*\*\*\*\*8865 094410

05/12/2022

TID

10:44 AM

750967690002

Purchase

XXXXXXXXXXXX8865

VISA DEBIT

CHIP

ENTRY METHOD

SIGN

CUM

0020010324

Invoice

21545

Clerk

APPROVED

Response

094410

Auth Code

EMV DETAILS

MODE

CHIP

AID

A0000000031010

TUR

8080008000

AD

06011203A02000

SI

6800

RC

23

ount

USD \$19.19

MUEL/CHRISTOPHER

\*\*\* CUSTOMER COPY \*\*\*

US Postal Rates



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<https://www.theupsstore.com/privacy-policy>

VISA \*\*\*\*\*8865 094410

05/12/2022

TID

Purchase

10:44 AM  
750967690002

VISA DEBIT  
ENTRY METHOD  
CUM

Invoice  
Clerk  
Response  
Auth Code

XXXXXXXXXXXX8865  
CHIP

SIGN  
0020010324  
21545  
APPROVED  
094410

EMV DETAILS

CHIP  
A0000000031010  
8080008000  
06011203A02000  
6800

MODE

AID

TUR

IAD

TSI

ARC

Amount

SAMUEL/CHRISTOPHER

\*\*\* CUSTOMER COPY \*\*\*

23  
USD \$19.19